Commission to provide selective routing. If, at that time, BellSouth is not providing AIN selective routing, BellSouth shall (i) bear the burden of proving that such routing remains technically infeasible and (ii) establish that it has taken all reasonable steps to resolve the technical limitations on AIN or other means of selective routing. SOSCo shall provide the exclusive interface to SOSCo Customers, except as SOSCo shall otherwise specify. In those instances where SOSCo requires BellSouth personnel or systems to interface with SOSCo Customers, such personnel shall identify themselves as representing SOSCo, and shall not identify themselves as representing BellSouth. Except for material provided by SOSCo, all forms, business cards or other business materials furnished by BellSouth to SOSCo Customers shall be subject to SOSCo's prior review and approval. In no event shall BellSouth, acting on behalf of SOSCo pursuant to this Agreement, provide information to SOSCo local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for SOSCo to review and provide comments, the methods and procedures, training and approaches, to be used by BellSr uth to assure that BellSouth meets SOSCo's branding requirement. For installation and repair services, SOSCo agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). SOSCo will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify SOSCo of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute SOSCo's Leave Behind Material

## 19. <u>Directory Listings Requirements</u>

- BellSouth shall make available to SOSCo, for SOSCo subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall SOSCo subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.
- Subject to execution of an Agreement between SOSCo and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to SOSCo or SOSCo's subscribers); (2) SOSCo's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to SOSCo or SOSCo's subscribers;

- (3) copies of such directories shall be delivered by BAPCO to SOSCo's subscribers; (4) SOSCo will sell enhanced White Pages Listings to SOSCo subscribr rs and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to SOSCo subscribers.
- 19.1.2 BAPCO will provide SOSCo the necessary publishing information to process SOSCo's subscribers directory listings requests including, but not limited to:
  - 1. Classified Heading Information
  - 2. Telephone Directory Coverage Areas by NPA/NXX
  - 3. Publishing Schedules
  - 4. Placesses for Obtaining Foreign Directories
  - 5. Information about Listing SOSCo's Customer Services, including telephone numbers, in the Customer Call Guide Pages.
- 19.2 BellSouth will provide SOSCo the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord SOSCo's directory listing information the same level of confidentiality that BellSouth, and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to SOSCo's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.
- 19.3 BellSouth will include SOSCo subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge SOSCo to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.
- 20 Subscriber List Information/Local Number Portability
- 20.1 BellSouth shall refer any requests from third parties for SOSCo's Subscriber List Information to SOSCo.
- 20.2 Local Number Portability shall be provided as set forth in Attachment 8.
- 20.A Insurance Requirements

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability

ATTCHMENT 2 PAGE 19 of 21

# EXCERPT FROM SPRINT INTERCONNECTION ACREEMENT WITH BELLSOUTH. Page 21 SEE 91 20.1.

The Parties agree that the services offered by Sprint that incorporate Services and Elements made available to Sprint pursuant to this Agreement shall be branded as Sprint services, unless BellSouth determines that it is not possible to implement branding for Sprint, then it shall unbrand for all local exchange service providers, including itself. Sprint shall provide the exclusive interface to Sprint Customers, except as Sprint shall otherwise specify. In those instances where Sprint requires BellSouth personnel or systems to interface with Sprint Customers, such perso mel shall identify themselves as representing Sprint, and shall not identify themselves as representing BellSouth. Except for material provided by Sprint, all forms, business cards or other business materials furnished by BellSouth to Sprint Customers shall be subject to Sprint's prior review and approval. In no event shall BellSouth, acting on behalf of Sprint pursuant to this Agreement, provide information to Sprint local service Customers about BellSouth products or services. BellSouth agrees to provide Sprint, in a time frame mutually agreed to by the Parties, the opportunity for Sprint to review and provide comments, the methous and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets Sprint's branding requirement. For installation and repair services, Sprint agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave-Behind-Material"). Sprint will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify Sprint of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other thin intentional acts or omissions or gross negligence, resulting from the requirements to distribute Sprint's Leave-Behind-Material. In the alternative, Sprint may elect to utilize the generic leave behind card provided by BellSouth.

### 19. <u>Directory Listings Requirements</u>

- 19.1 BellSouth shall make available to Sprint, for Sprint customers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall Sprint customers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that Bel'South provides its customers.
- 19.1.1 **DELETED**
- 19.1.2 **DELETED**

- Subject to execution of an Agreement between Sprint and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to Sprint or Sprint's customers); (2) Sprint's business customers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to Sprint or Sprint's customers; (3) copies of such directories shall be delivered by BAPCO to Sprint's customers; (4) Sprint will sell enhanced White Pages Listings to Sprint customers and BellSouth shall provide the enhanced White Listings; and (5) Ye" aw Pages Advertising will be sold and billed to Sprint customers.
- 19.1.4 BAPCO will provide Sprint the necessary publishing information to process Sprint's customers directory listings requests including, but not limited to:
  - Classified Heading Information
  - Telephone Directory Coverage Areas by NPA/NXX
  - 3. Publishing Schedules
  - 4. Processes for Obtaining Foreign Directories
  - 5. Information about Listing Sprint's Customer Services, including telephone numbers, in the Customer Call Guide Pages.
- 19.2 BellSouth will provide Sprint the proper format for submitting customer listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord Sprint's directory listing information the same level of confide that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to Sprint's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.
- BellSouth will include Sprint customer listings in BellSouth's directory assistance databases and BellSouth will not charge Sprint to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.
- 20. Subsc. iber List Information/Local Number Portability

- 20.1 BellSouth shall refer any requests from third parties for Sprint's Customer List Information to Sprint.
- 20.2 Local Number Portability shall be provided as set forth in Attachment 8.

#### 21.A Insurance Requirements

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable federal, state, and menicipal statutes, laws, regulations or ordinances including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth hereir. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

#### 21.B Costs

Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

#### 21.B.1 DELF. FED

#### 21.C Pre-Ordering Information

- 21.C.1 BellSouth shall provide Sprint with access on a real-time basis via electronic interfaces to all services and features technically available from each switch, by switch CLLI and access to street address detail for the provisioning of a service request. This information is currently contained in Be' South's Regional Street Address Guide ("RSAG") and Products and Services Inventory Management (P/SIMS).
- 21.C.2 If Sprint dials in, Sprint will obtain from BellSouth a security card featuring a unique password identification which will be changed periodically by BellSouth. A nonrecurring charge of One Hundred (\$100.00) Dollars will be applied to each security card provided, including duplicates furnished to additional users or furnished as a replacement of lost or stolen cards.

| State    | Company  | Response<br>Yes No |
|----------|--|--------------------|
| AL       | ARDMORE (AL)   | Yes                |
| AL       | BLOUNTSVILLE   | Yes                |
| AL       | CASTLEBERRY  | Yes                |
| AL       | Frontier Tel. (Southland, incl FL)                   | Yes                |
|          | GTE OF SOUTH   | No .               |
|          | HOPPER   | Yes                |
|          | MON CRE  | Yes<br>Yes         |
|          | PINEBLLT   |                    |
| AL       | ROANOKE (TEC)  |                    |
| AL       | TDS - GOSHEN   |                    |
| AL       | TDS - OAKMAN   |                    |
| AL       | TEC - NATIONAL                                       | ,                  |
| FL       | ALLTEL - FL.   | Yes                |
| FL<br>GA | Northeust Florida Tel. Co.  Accucomm (Wilkinson Co.) | Yes                |
|          | ALLTEL Ga. Inc.                                      | Yes                |
| GA       | Alma Tel. Co.  | Yes                |
| GA       | Bulloch kural Tel. Coop.                             | Yes                |
| GA       | Citizens Tel. Co.                                    | Yes                |
|          | Ellijay Tel. Co.                                     | Yes                |
| GA       | Georgia Tel. Corp.                                   | Yes                |

| State    | _                            | Response |    |
|----------|------------------------------|----------|----|
|          | Company                      | Yes      | No |
| GA       | Hart Tel. Co                 |          | NO |
| GA       | Hart Tel. Co.                | Yes      |    |
| GA       | Displand Tol. Coop           | Yes      |    |
| GA       | Pineland Tel. Coop.          | 1 69     |    |
| GA       | Planters Rural Tel. Coop.    | Yes      |    |
| <u> </u> | Pignigia rigidi rei. Goop.   |          |    |
| GA       | Public Service Tel. Co.      |          | No |
|          |                              |          |    |
| GΑ       | TDS Blue kidge Tel           | Yes      |    |
|          |                              |          |    |
| GA       | TDS Nelson Bail-Ground Tel   |          |    |
|          |                              |          |    |
| GA       | Trenton (TN LATA)            | Yes      |    |
|          |                              |          |    |
| KY       | ALLTEL Kentucky, Inc.        |          |    |
|          |                              |          |    |
| KY       | Brandent 7 Tel Co            |          |    |
|          |                              |          |    |
| KY       | Foothills Rural Tel Coop     |          | No |
|          |                              |          |    |
| KY       | Harold Tel Co                | Yes      |    |
| 104      | Martin David Tal Onco        | r        |    |
| NT.      | Mountain Rural Tel Coop      |          | No |
| K        | South Central Rural Tel Coop |          | No |
| N1       | Good) Central Rulai Tel Coop |          | NO |
| KY       | TDS Lewisport Tel            |          |    |
|          |                              | l        |    |
| KY       | Thacker-Grigaby Tel Co       |          |    |
|          |                              |          |    |
| LA       | CAMERON                      |          |    |
|          |                              |          |    |
| LA       | CTE OF CADDOAN               | Yes      |    |
|          |                              |          |    |
| LA       | CTE OF CHATHAM               | Yes      |    |
|          |                              |          | ,  |
|          | CTE OF NO. LA                | Yes      |    |
|          | OTT 05 55 14 (50 15 11)      |          |    |
| LA       | CTE OF SE LA (COASTAL)       | Yes      |    |
| LA       | DELCAMBRE                    | Van      |    |
| LA       | DELCAMBRE                    | Yes      |    |
| LA       | KAPLAN                       | Yes      |    |
|          | ***                          |          |    |
|          |                              |          |    |

| State | Company                     | Response |    |
|-------|-----------------------------|----------|----|
|       |                             | Yes      | No |
|       |                             |          |    |
| MS    | BRUCE                       |          |    |
| MS    | CTE OF NO. MS               | Yes      |    |
| ING   | 012 OF 110. 110             | 163      |    |
| MS    | DÉLTA                       |          |    |
|       |                             |          |    |
| MS    | FRANKLIN                    |          |    |
| MS    | FULTON                      |          |    |
|       |                             |          |    |
| MŞ    | LAKESIDF (Same as Siedge)   |          | No |
|       | AL FROS                     |          | M- |
| MS    | SLEDGE                      |          | No |
| MS    | TDS - CALHOUN CITY          |          |    |
|       |                             |          |    |
| MS    | TDS - SE MS                 |          |    |
| NC    | ALLTEL Carolina, Inc.       |          |    |
| NC    | VIET I ET COLONIST NICE     |          |    |
| NC    | Citizens Tel Co             | Yes      |    |
|       |                             |          |    |
| NC    | GTE South                   |          | No |
| NC    | Pineville Tel Co            | Yes      |    |
|       |                             |          |    |
| NC    | Skyline TMC                 |          |    |
| NA    | TDS Saluda Mtn Tel          |          |    |
| 110   | I DO GRIPPE WITH I CI       |          |    |
| sc    | ALLTEL South Carolina, Inc. |          |    |
| sc    | BLUFFTON                    |          |    |
| SC    | FARMERS                     |          |    |
| 30    | · Marring                   | L        |    |
|       |                             |          |    |
| SC    | LOCKHART                    |          |    |
| 90    | DIEDMONT DURAL (CANALA)     | Val      |    |
| SC    | PIEDMONT RURAL (Conflict)   | Y/N      |    |
| SC    | RIDGEWAY                    |          |    |
| 0.0   |                             |          |    |
| SC    | TDS_McC.ellanville          |          |    |

| State | Company                          | Response |    |
|-------|----------------------------------|----------|----|
|       |                                  | Yes      | No |
| SC    | TDS St. Stephen Tel              |          |    |
|       |                                  |          |    |
| SC    | United Tel. CoCarolinas (Sprint) |          | No |
| sc    | WEST CAROLINA                    |          | No |
|       |                                  |          |    |
| TN    | Ben Lomz Tel Coop                | Yes      |    |
|       | <u> </u>                         |          |    |
| אז    | Cent Tel - Adamsville            | Yes      |    |
|       |                                  |          |    |
| TN    | Cent Tel - Ooltewah/Collegedale  | Yes      |    |
|       | ,                                |          |    |
| TN    | DeKalb Tel. Cooperative          | Yes      |    |
|       |                                  |          |    |
| TN    | Loretto Tel. Comp.               | Yes      |    |
| ~     | N                                | V        |    |
| 1 14  | North Central Tel COOP           | Yes      |    |
| DV    | TDS Unmahama County Tol          |          |    |
| 114   | TDS - Humphreys County Tel       |          |    |
| TN    | TDS - Tennessee Tel Co           |          |    |
| - 114 | 1D3 - Tellitessee Tel Co         | L        |    |
| TN    | TEC - Peoples Tel Co             |          |    |
|       | I mo . I dobing tot oo           |          |    |
| TN    | Twin Lakes Tel COOP              |          |    |
|       | 1                                |          |    |
| TN    | Yorkville Tel COOP               | Yes      |    |
|       |                                  |          |    |

ATTACHMENT 4
PAGE 1 of 3

The following is an excerpt from a basic agreement between BellSouth and an Independent Company. BellSouth interprets this language to apply to the protection of the ICO's directory listings.

COMPANY 1

STATE GEORGIA

PROV. OF TELE.

SVCS. & FACS.

ISS. 2 PAGE 3 OF 8

## SECTION V PROTECTION OF PROPRIETARY OR COPYRIGHTED INFORMATION

Unless otherwise provided, any specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation ("Proprietary or Copyrighted Information") of one party that is furnished or available or otherwise disclosed to the other party pursuant to this Agreement, or the provision of any service hereunder, shall be deemed the property of the disclosing party. Any information intended to be covered by the provisions of this Section must be specifically designated as Proprietary or Copyrighted Information. Such Proprietary or Copyrighted Information shall be subject to the following terms and conditions:

- specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation including alphabetical listings of names, addresses and telephone numbers to be used for the provision of directory assistance in conducting local exchange telephone business ("Proprietary or Copyrighted Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary or Copyrighted Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicitly agreed to in writing not to be regarded as confidential, it: (a) shall be held in confidence by the receiving Company and its employees, contractors and agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications service and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by BellSouth and the Independent Company. Neither Company shall disclose, disseminate or release any such Proprietary or Copyrighted Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.
- B. Neither Company shall be held liable for any errors or omissions in any Proprietary or Copyrighted Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any los- or damage arising out of the other Company's use of any such Proprie ary or Copyrighted Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of an appropriate fee by one Company to the other Company for the use of any Proprietary or Copyrighted Information covered by this Agreement or any of its Annexes.
- C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide Proprietary or Copyrighted Information, whether pursuant to subpoens or other process or otherwise prior to disclosing such Proprietary or

COMPANY !

STATE GEORGIA

BASIC ACREMENT PROV. OF TELE. SVCS. 4 FACS. ISS. 2 PAGE 4 OF 8

- D. In the event either Company discloses, disseminates or releases any Proprietary or Copyrighted Information received from the other Company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other Company may refuse to provide any further Proprietary or Copyrighted Information previously provided to such Company; such refusal to provide any further Proprietary or Copyrighted Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this or any Annexes to this Agreement are in addition to any other legal rights or remedies the Company whose Proprietary or Copyrighted Information has been disclosed, disseminated or released may have under State or Federal law.
- E. It is agreed that any and all Proprietary or Copyrighted Information so disclosed may be unique, valuable, and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.
- F. It is agreed that as a result of the uniqueness of this Proprietary or Copyrighted Information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such Proprietary or Copyrighted Information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

Interconnection standards that either Company has a legal obligation independent of this Agreement to provide to the other Company shall not be considered Proprietary or Copyrighted Information.

The provision of this Section shall remain in effect notwithstanding the termination of this Agreement or any of its Annexes, unless otherwise agreed in writing by both Companies.

#### SECTION VI EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the Parties and the provision of certain reports and information in connection with the provision of Facilities and Services hereunder and administration of this Agreement. Also, each Party to the Agreement shall provide to the other Party the data in sufficient detail reasonably necessary to meet the other Party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any Party, such Party may condition furnishing such information upon the other Party's Agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information hereunder, provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information underlying any such studies shall remain Proprietary Information underlying any such studies are so furnished and used.